

Bergen County

AGREEMENT

BETWEEN

LITTLE FERRY BOARD OF EDUCATION

AND

LOCAL UNION NO. 866

affiliated with

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Bargaining Agent for All Custodians

1973-1974

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THIS AGREEMENT made the *Twenty Second* day of *May* 1974, between

THE LITTLE FERRY BOARD OF EDUCATION, hereinafter referred to as the Board, and

LOCAL 866, I.B.T., hereinafter referred to as the Union.

W I T N E S S E T H:

WHEREAS, the parties through good faith negotiations have reached agreement in all such matters and desire to execute this contract covering such agreement,

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. RECOGNITION CLAUSE

The Board of Education of Little Ferry, N. J. recognizes Local 866, I.B.T. as the sole and exclusive bargaining agent for all employees covered by the agreement in all matters pertaining to rates of pay, wages, hours of work, benefits, and other terms and conditions of employment.

2. SCOPE OF BARGAINING UNIT

The agreement includes all personnel employed as Head Custodian and Custodian. Excluded are: Professional, Office, Teacher, Administrative, Executive, Supervisory and other Professional Employees.

3. NON-BARGAINING UNIT PERSONNEL

A. Supervisors and other Non-Bargainable unit personnel shall not be permitted to perform work normally performed by employees covered by this agreement, except as provided for herein;

(1) To replace an employee who is not qualified to continue the assignment.

(2) The Board may at its discretion hire temporary or part time help. These employees may be used to fill vacancies in custodian classifications providing members of the bargaining unit are given preference to work.

(3) Temporary transfers to fill the need of a licensed fireman will be restricted to the custodial classifications.

4. CONTRACTING OUT

The Board shall not employ contractors to perform work normally performed by the bargaining unit while employee (s) are on layoff. The Board shall not lay off employee (s) while contractor (s) are performing work normally performed by the bargaining unit.

5. UNION SECURITY MAINTENANCE OF MEMBERSHIP

The Union shall furnish the Board with a complete list of all employees who are members in good standing of the Union as of the date of this agreement and such persons shall continue in good standing as members of the Union for the duration of this agreement. Employees who in the future elect to join the Union shall continue as members in good standing for the duration of the agreement, therefore:

The Board agrees that dues deduction authorization shall be irrevocable for the term of the current agreement, after which such authorization shall continue in full force and effect for each succeeding term of agreement unless written notification is given to the Board by the employee to cancel his authorization to deduct dues.

6. PROBATION PERIOD

The first nine (9) months of employment shall be a probationary period and the Board shall have the right to discharge a probationary employee without recourse to either grievance or arbitration procedure. Completion of probationary period does not in any way constitute the Board granting of tenure. The discharge of an employee who has completed his probationary period shall be subject to the grievance and arbitration procedure.

7. DUES CHECK-OFF

A. The Board agrees that it will, on each Bi-Monthly payroll in each month, deduct the Union dues from the pay of each employee and transmit the same with a list of such employees to the Secretary-Treasurer of Local 866, I.B.T. within ten (10) days after the dues are deducted for the month.

B. The Union agrees to furnish written authorization in accordance with the law, from each employee authorizing these deductions.

C. The Union will furnish to the Board a written statement of the dues to be deducted.

D. The Union agrees to indemnify and hold the Board harmless from and against any and all claims arising under this provision.

E. The dues deduction authorization shall be submitted in the following form:

DUES DEDUCTION AUTHORIZATION

I, the undersigned, an employee of the Board of Education do hereby authorize my employer, effective immediately, to deduct from my wages, each month the sum of seven dollars (\$7.00)

as Union dues until October 1, 1973, and thereafter from my wages each month the sum of eight dollars (\$8.00) as Union dues (and, also, any and all initiation fees), and to transmit same forthwith to the Secretary-Treasurer of my Local Union No. 866, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 743 Main Avenue, Passaic, New Jersey 07055.

This authorization is to take effect immediately, and to continue as irrevocable for a period of one (1) year thereafter, or during the lifetime of the current contract whichever is shorter, after which it shall continue in full force and effect until written notification by the undersigned is given to the employer as to its cancellation.

Date: _____

Signature of Employee

8. SHOP STEWARDS

A. The Board recognizes the right of the Union to designate one shop steward and one alternate.

B. The Authority of shop steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following:

(1) The investigation and presentation of grievances.

(2) The collection of monies when authorized by appropriate local union action.

(3) The transmission of such messages and information which shall originate with, and are authorized by the local union or its officers.

C. Shop stewards and alternates have no authority to take strike action, or any other action interrupting the Boards business. The Board recognizes these limitations upon the authority of shop stewards and their alternates, and shall not hold the Union liable for any unauthorized acts.

The Board in so recognizing such limitations shall have the authority to impose proper discipline in the event the steward or alternates have taken unauthorized strike action, slowdown, or work stoppages in violation of this agreement.

D. Shop stewards and alternates shall be permitted to investigate, present and process grievances without loss of time or pay. Such time spent in handling grievances shall be considered working hours during working hours in computing daily and/or weekly overtime. The Union will cooperate to keep lost time to a minimum.

E. A shop steward or alternate shall not leave his work assignment without permission from the building principal.

F. The Board will be advised in writing of the names of shop stewards and alternates who have been authorized to act on behalf of the Union.

9. VISITATION RIGHTS

A. A representative or representatives of the Union shall have access after an arrangement has been made with the Business Administrator, during working hours to all facilities, building, grounds and other places in which employees covered by this agreement work for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this agreement.

B. Visitors will be limited to accredited representatives of the Local Union.

C. Visitors will make known their presence to the Building principal prior to carrying on the purpose of the visit.

10. BULLETIN BOARD

A. The Board agrees to provide a suitable Union bulletin board in each boiler room for the posting of official notices relating to Union meetings and other Union affairs. It is also understood this bulletin board shall be out of the view of the student body.

11. NON DISCRIMINATION

A. Neither the Board nor the Union will discriminate against any employee or those seeking employment because of Race, Creed, Color, Sex, or National Origin, nor because of membership or non-membership in any church, society or fraternity.

12. SEPARABILITY

A. In the event that any provision of this agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulation or decree, this entire agreement shall not thereby be invalidated, but the effect thereof shall be limited to the provisions thus affected.

B. It is further provided that nothing herein shall be construed to deny to any individual employee his rights under State or Federal laws.

13. MILITARY LEAVE

A. Employee enlisting or entering the Military or Naval service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and Amendment thereof, shall be granted all right and privileges by the Act.

14. NOTIFICATION TO THE UNION

A. The Board will notify the Union in writing of all promotions, demotions, suspensions and discharges.

B. The Board will notify the Union in writing prior to a layoff. The Union will be notified verbally of an intended discharge.

C. The Board will provide the Union with an updated list of covered employees showing Name, Address, Classification, Rate of Pay, Date of Hire, Date of entry in classification and Social Security Number.

D. The Board will notify the Union verbally of the additions and deletions as they occur.

15. NOTIFICATIONS TO THE EMPLOYER

All official notifications to the employer shall be in writing by either the President or Secretary-Treasurer of Teamsters Local Union 866.

16. SENIORITY

A. Seniority is defined as total seniority starting from the initial date of hire by the Board.

B. Seniority shall be the basis for determining longevity, vacation entitlement, pay increments, and any other matter where a preference may be established except as may otherwise be provided for in this agreement.

17. PROMOTIONS

Unit personnel will be given preference for promotion as a vacancy occurs based on qualifications and experience. If, however, more than one employee is found equally qualified, the more senior employee shall receive the promotion.

18. SICK LEAVE

A. Employees with one or more years employment shall be entitled to twelve (12) sick days at the beginning of each contract year without loss of pay. Employees with less than one years employment shall be entitled to one (1) sick day for each month of employment. Unused sick leave days shall be accumululated from year to year.

B. Employees requiring sick leave in excess of that provided for above shall be granted a leave without pay for at least one (1) year.

C. Employees on sick leave will continue to accrue seniority.

D. Sick leave pay shall not be used by the Board to compensate any employee injured on the job.

19. LEAVE OF ABSENCE

A. Any recognized official of the Union will be granted a leave of absence without pay for the purpose of attending to Union business outside the premises of the Board. However, a written notice must be submitted to the Building Principal seventy-two (72) hours in advance.

B. Each custodian shall be entitled to two (2) personal days during the school year. The employee must give at least three (3) days notice prior to the taking of the personal day to the Superintendent of Schools of the Borough of Little Ferry. Employees shall not be required to stipulate any reason for requested use of personal days. The request shall be granted providing operations permit subject to administration approval. The administration shall not act arbitrarily in reviewing such request. In the event the employee shall take only one day, he shall be entitled to accumulate the second for the next school year.

20. JURY DUTY

An employee called for jury duty will be excused from work for the period actually in attendance in court and he will be paid the difference between jury duty fees received and his regular daily earnings for such time as he is required to be in attendance in court. An employee shall not be required to report back for work on any day he is in attendance at court for jury duty service, regardless of the employees shift.

21. FUNERAL LEAVE

In the event of a death in an employees immediate family, namely, husband, wife, child, brother, sister, parents, and grandchildren, employees shall be paid for time lost within four (4) calendar days with the beginning of the first day of absence. Leave beyond the four (4) day period may be allowed on half ($\frac{1}{2}$) pay in the discretion of the Board. One day off with full pay shall be allowed in the event of the death of either grandparents, parents-in-law, sister-in-law, brother-in-law, aunts, and uncles.

22. HEALTH CARE INSURANCE PROTECTION

Each Custodian and his eligible dependents shall be entitled to Hospital-Surgical Plan plus Rider J and Major Medical Plan, the cost to be assumed by the Board.

23. PENSION AND ANNUITY FUNDS

A. The Board agrees to make available to all employees covered by this agreement all the benefits provided for in the Teachers Pension and Annuity Fund or the Public Employees Retirement System, whichever is applicable.

24. DISCHARGE AND DISCIPLINE

A. The Board shall not discharge or discipline or suspend any employee who has completed his probationary period without just cause.

B. Before any employee is discharged there shall be a conference held between the Union and the Board or its representative whenever it is practicable to do so, The period of time within which this conference shall be held will not exceed thirty (30) calendar days.

25. GRIEVANCE AND ARBITRATION PROCEDURE

A. Policy

To promote to the highest possible degree harmonious employer-employee relations it is necessary that procedures to resolved grievances be established.

B. Definition

1. A grievance shall mean a complaint by an employee (s) (1) that there has been as to him (them) a violation, misinterpretation or inequitable application of any of the provisions of the agreement or (2) that he (they) has (have) been treated unfairly or inequitable by reason of any act or condition which is contrary to established Board Policy or administrative practice governing or affecting employees. However, the term "grievance" shall not apply to (a) a method of review ^{PR} described by law or (b) any rule or regulation of the State Commissioner of Education or (c) any by-law of the Board of Education if not in consistent with the terms of this agreement or (d) any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action of the Board alone.

A grievance to be considered under this procedure must be initiated by the employee (s) within five (5) days of its occurrence. If such a grievance is not submitted within the allotted time, it shall be considered waived.

2. The "Custodians" Organization recognized by the Board as the official and exclusive representative for the full time custodians of this school district shall in all instances be Teamsters Local Union 866.

C. Procedure

1. Any individual member or group of individuals of the Custodial staff shall have the right to present a grievance (as defined in definitions) to be processed as per following agreement.

2. In representing his (their) grievances the member (s) of the staff shall be assured freedom from prejudicial action in presenting his (their) appeal.

3. The member (s) shall have the right subject to the following procedure to present his (their) appeal or to designate the shop steward and or the Union Representative, to appear with him (them) or for him (them) at any step in his (their) appeal.

Step 1. Any custodial employee (s) who has (have) a grievance shall discuss it first with his (their) Principal in an attempt to resolve the matter at that level.

Step 2. If, as a result of the discussion, the matter is not resolved to the satisfaction of aggrieved employee (s) within five (5) school days, he (they) shall set forth his (their) complaint in writing thru Teamsters Local Union 866 for reviewing the grievance. The grievance shall be prepared in the following form:

- A. The nature of the grievance.
- B. The nature and extent of the injury, loss or inconvenience.
- C. The results of previous discussions.
- D. His (their) dissatisfaction with decisions previously rendered.

Step 3. The Teamsters Local Union 866 will, upon reviewing the situation, submit their recommendations in writing three (3) days to the aggrieved employee (s) and the Principal. If the Teamsters Local Union 866 finds that a valid grievance does not exist, no further actions will be taken. Should, however, the committee decide that the grievance, as submitted, warrants further consideration, the Principal will be requested to implement Teamsters Union 866 recommendation.

Step 4. If the employee (s) is (are) not satisfied with the principals decision, he (they) may appeal to the Superintendent of Schools. The appeal to the Superintendent of Schools must be made in writing reciting the matter submitted to the Principal as specified above and his (their) dissatisfaction with decisions previously rendered. The superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The superintendent shall communicate his decision in writing to the employee (s) and the principal.

Step 5. If the grievance is not resolved to the employee (s) satisfaction, he (they) may request a review by the Board of Education. The request shall be submitted within five (5) school days, in writing, through the Superintendent of Schools who shall attach all related papers and forward to the Board of Education.

The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee (s) and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee (s) whichever comes later.

Step 6. If, after Step 5, the aggrieved employee (s) is (are) not satisfied with the disposition of his (their) grievance, he (they) may, within five (5) school days, request in writing, that Teamsters Local Union 866 submit the grievance to the Public Employees Relations Commissioner (hereinafter referred to as PERC) for the designation of an arbitrator.

Both parties agree to abide by the recommendations of the arbitrator designated by PERC in order to reach an agreeable solution.

D. No reprisals.

No reprisals of any kind shall be taken by the Board or any member of the Administration against any party in interest, any building representative, any member of Teamsters Local Union 866, or any other participant in the grievance procedure by reason of such participation.

E. Records

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.

F. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives hereto referred to in this article.

G. Time limits may be extended by mutual agreement.

H. Employee (s) shall have the option to use the grievance procedure or the Commissioner of Education by not both options if aggrieved or discharged.

26. HOURS OF WORK

A. The work week shall consist of eight (8) continuous hours per day for five (5) consecutive days Monday thru Friday.

B. The work schedule shall provide an unpaid one (1) hour lunch period.

C. The normal hours of work shall be those shown below. However, employees with order of their seniority may be required to have their hours temporarily changed from one shift to another shift on the schedule when manpower load requires. Such changes shall not be for a period of less than one week.

D. The hours of work are as follows:

Wilson School

7:30 A. M. to 4:30 P.M. (1 hour Lunch)
9:00 A. M. to 6:00 P.M. (1 hour Lunch)
2:00 P. M. to 6:00 P.M.

Washington School

7:30 A. M. to 4:30 P.M. (1 hour Lunch)
9:00 A. M. to 6:00 P.M. (1 hour Lunch)
7:00 P. M. to 11:00 P.M.

Memorial School

7:30 A. M. to 4:30 P.M. (1 hour Lunch)
9:00 A. M. to 6:00 P.M. (1 hour Lunch)

Environs

12:00 Noon to 9:00 P. M. (1 hour Lunch)

School Vacation Schedule

7:00 A. M. to 4:00 P. M.

E. In the event circumstances justify establishment on new hours of work, the Board shall notify the Union at least ninety (90) days prior to their implementation. During the ninety days notification period the parties shall meet promptly to negotiate any terms and conditions which may apply. The Union reserves the right to recommend modifications to the hours proposed by the Board.

27. RATES OF PAY

A. Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the table of job classifications and rates of pay in Schedule "A" which is attached hereto and made part of this agreement.

B. Any position not covered by Schedule "A" or any position which may be established during the life of this agreement shall be subject to negotiations on rates of pay between the Board and the Union.

C. The Board agrees to pay salaries semi-monthly. Wages for overtime hours worked will be included in the pay covering wages for the subsequent work period.

28. PREMIUM PAY

A. All work performed in excess of eight (8) hours in a calendar day shall be paid for at one and one half (1½) times the regular rate of pay.

B. All work performed on Saturday or Sunday shall be paid for at one and one half (1½) times the regular rate of pay.

C. All work performed on an observed holiday shall be paid for at one and one half (1½) times the regular rate of pay in addition to the holiday pay.

D. Employee shall not be given compensatory time off in lieu of premium pay.

29. SPECIAL LICENSES

A. The Board shall pay the State fee for the grant or renewal of any special licenses which the employee is required by State law to have in the performance of the duties and responsibilities covered by his job classification.

30. HOLIDAYS

A. All employees shall receive the following holidays with pay:

New Year's Day	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July Fourth	Christmas Day
Labor Day	General Election Day*

* To the extent school is not in session, a one session day, then all employees under this contract shall work the same length of time on their shift as established with the earliest shift on duty, and all employees shall be treated equally.

B. Holidays which fall on Saturday shall be observed the preceding Friday, providing school is not in session.

C. Holidays which fall on Sunday shall be observed the following Monday, providing school is not in session.

D. In the event a holiday (s) cannot be taken because school is in session, an equal number of substitute holidays shall be granted at the Board's discretion.

31. VACATIONS

The vacation schedule based upon length of employment is as follows:

- | | |
|-----------------------------------|------------------|
| (A) 6 months - 5 years employment | 2 Calendar weeks |
| (B) 5 years - 10 years Employment | 3 Calendar weeks |
| (C) 10 years and over | 4 Calendar weeks |

A. Vacation may be taken during periods school is in session provided:

1. The job of the employee on vacation is covered by the remaining employees, and
2. The Board shall not incur overtime costs to cover the job of the employee on vacation, and
3. The Board approves such request for vacation, otherwise
4. Employees shall be granted vacation during the summer school recess period.

B. In the event a holiday named in this agreement falls during an employees vacation period, such employee shall receive an additional day's vacation pay.

C. Vacation shall be selected and scheduled by April 15th of each year.

D. Senior employees shall be given preference in the selection of vacation periods.

E. The Board will make every reasonable effort to grant vacation pay on the pay day prior to the start of the employee's vacation period upon request of the individual employee providing sufficient advance notice is given

32. LAYOFFS AND RECALL

A. The Board may reduce the working force by lay-off only due to a permanent lack of work. In such event the following procedure shall be adopted:

(1) The employee with the least amount of seniority will be the first laid off, providing the remaining employees are qualified to do the work.

(2) Notice of such layoffs shall be given at least forty-five (45) days before the scheduled layoff.

(3) Any employee laid off shall be placed on the recall list for life, providing such employee is willing, able and physically able of performing the work.

(4) The Board, upon rehiring shall do so in the inverse order of seniority. The Board shall rehire the last employee laid off providing, however that such employee has the qualifications for the position for which he is rehired. Under no circumstances shall the Board hire from the open market while employees on the recall list qualified to perform the duties of the vacant position are ready, willing and able to be reemployed.

(5) Any notices of re-employment to an employee who has been laid off shall be made by certified mail return receipt requested to the last known address of such employee.

33. UNIFORMS

A. All employees shall be provided three (3) sets of uniforms per year at no cost:

Three (3) Pants

Three (3) Shirts

B. The employee (s) will be responsible for maintaining his (their) uniforms.

C. Employees must wear uniforms.

34. SAFETY

A. Employees will not be required to work under unsafe or hazardous conditions. The Board will supply any safety equipment required to perform the job. The employee (s) shall report all unsafe and hazardous conditions to the administration.

B. Furthermore, a joint Union/Management safety inspection of the premises will be undertaken at the beginning of the contract term.

35. PICKET LINES

A. It shall not be a violation of this agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor strike, or refused to go through or work behind any primary picket line, including the primary picket line of Unions party to this agreement and including primary picket lines at the Boards places of business.

36. Maintenance of Standards

A. Protection of Conditions ----- The Board agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Board or Union in applying the terms and conditions of this agreement if such error is corrected within ninety (90) days from the date of error.

This provision does not give the Board the right to impose or continue wages, hours and working conditions less than those contained in this agreement.

37. MANAGEMENT RIGHTS CLAUSE

The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right,

(A) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.

(B) To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, to their dismissal or demotion and to promote, and transfer all such employees.

The exercise of the foregoing power, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its reights, responsibilities, and authority under any National, State, County, District or local laws or regulations as they pertain to education.

38. TERM OF AGREEMENT

This agreement shall become effective on July 1, 1973 and shall continue in full force through and including June 30, 1974, and thereafter for one (1) year periods as respect the Board or the Union, unless notice is given in writing by the Board or the Union not later than sixty (60) days prior to any such termination date.

IN WITNESS THEREOF, the parties have caused this AGREEMENT to be executed by their duly authorized representatives.

TEAMSTERS LOCAL UNION 866

Affiliated with the
INTERNATIONAL BROTHERHOOD
OF TEAMSTER, CHAUFFEURS,
WAREHOUSEMEN & HELPERS
OF AMERICA

BY

Lawrence P. Conte
Sec'y-Treas.

BY

Arthur Hamilton

BOARD OF EDUCATION

BOROUGH OF LITTLE FERRY,
NEW JERSEY

BY

John A. DeConti
President

BY

Arthur E. Harte
Secretary

CUSTODIANS SALARY GUIDE 1973-1974

A. Effective July 1, 1973

Step	Years of Service Little Ferry School District	Annual Salary
1	1 to 2 Years	\$ 7,500.00
2	2 to 3 Years	\$ 8,100.00
3	Over 3 Years	\$ 8,900.00

B. The salary of all Head Custodians shall be \$500.00 more than Custodians.

C. The salary of all Custodians with less than one (1) year service shall be fixed by the Board.

D. Longevity Pay

In consideration of long term service, the Board of Education will grant the following:

An additional two (2%) for custodians after five (5) years.

An additional three (3%) for custodians after ten (10) years.

An additional four (4%) for custodians after fifteen (15) years.

An additional five (5%) for custodians after twenty (20) years.

These computations shall be based and payable as of the anniversary dates of the employee (s) involved.